

City of Santee

Finance Department



REQUEST FOR BID (RFB)
FOR
PLUMBING REPAIRS AND MAINTENANCE

BID NUMBER: RFB #18/19-20036

DUE: 3:00 P.M. – SEPTEMBER 10, 2018

PUBLIC BID OPENING: YES

August 30, 2018
10601 Magnolia Avenue
Santee, CA 92071
(619) 258-4100 ext. 212

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NOTICE INVITING BIDS

AUGUST 30, 2018

The City of Santee ("City") invites sealed bids for PLUMBING REPAIRS AND MAINTENANCE due in the Office of the City Clerk located at 10601 Magnolia Avenue, Building 3, Santee, CA 92071 by **3:00 P.M. on September 10, 2018.**

Opening of Bids: At the date and time specified above for the opening of bids, each and every bid received prior to the scheduled closing time for receipt of bids will also be opened. If any bid is otherwise irregular or informal, the facts will be noted at that time. Bidders or their representatives and other interested persons may be present at the opening of bids. Late bids will be returned unopened.

The City of Santee complies with the Americans with Disabilities Act. If you require reasonable accommodations for the bid opening (if applicable), please contact the Office of the City Clerk at least forty-eight (48) hours in advance.

Work to Be Done: Contractor to furnish all labor, materials, machinery, equipment, ladders, tools, supplies and mobility necessary to perform routine and emergency plumbing repairs and related maintenance on an "as-needed" basis including but not limited to: replace and/or repair public restroom plumbing facilities, apparatus or fixtures, investigate and mitigate sewer drain problems, and drain cleaning at various City locations in accordance with the terms of the Contract Documents described herein.

Contract Documents may be examined and/or obtained on the City's website at www.cityofsantee.ca.gov, the Finance Department, 10601 Magnolia Avenue, Building 3, Santee, CA 92071 or mailed upon request. All bid documents related to this solicitation will be posted by the City on the City's website as indicated above. In the event this RFB is obtained through any means other than the City's website, the City will not be responsible for the completeness, accuracy or timeliness of the bid documents. It is the bidder's responsibility to ensure that the most complete and current version of the bid documents has been downloaded or otherwise obtained, including any addenda. Bids received without acknowledgment of applicable addenda may be rejected.

Each Bid Must be Submitted to the City Clerk's Office on the Bid Proposal form contained herein. These forms are also available on-line and in the Finance Office. Bids must be prepared in ink or typewritten and signed by the bidder. **Bids must be submitted in a sealed envelope bearing on the outside the name of bidder, bidder's address, bid number, bid due date, and bid title. If is submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to City Clerk - City of Santee, 10601 Magnolia Avenue, Santee, CA 92071. Bids not properly submitted will be rejected!** Electronic bids are not acceptable. Each bid shall remain good for a minimum of sixty (60) days after bid opening.

Bid Guarantee: Bids must be accompanied by cash, a certified or cashier's check, or a BID BOND in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price. Said check or bond shall be given as a guarantee that the bidder will, within ten (10) days after being requested to do so by the City, enter into a contract and provide the required bonds, certificates of insurance and certificate of authority. If the bidder to whom the Work has been awarded and to whom the request has been made refuses or fails to enter into said Contract and provide the required bonds and certificates of insurance within the specified time, the check shall be forfeited to the City or the Contractor and surety on the bond shall be liable to the City for the amount thereof in accordance with its terms. When the lowest responsive responsible bidder executes and delivers to the City the required Contract Documents, the bid bond or the certified or cashier's check will be returned to the bidder.

Substitution of Securities: Pursuant to the provisions of Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract. At the request and expense of the successful bidder, securities equivalent to any amount withheld shall be deposited at the discretion of City, with either City or a state or federally chartered bank, as the escrow

agent, who shall then pay any funds otherwise subject to retention to the successful bidder. Upon satisfactory completion of the Contract, the securities shall be returned to the successful bidder.

Successful Bidder(s) will be required to furnish a Performance Bond and Payment Bond in the amount of one hundred percent (100%) each of the then current Contract amount. The bonds shall be secured from a California admitted Surety Company that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120 and is authorized to do business in the State of California.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Information about these requirements and the new public works program regarding registration, compliance monitoring, administration and enforcement of prevailing wage laws are available on the Department of Industrial Relations website at: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Prevailing Rates of Wage: Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained from the Director of the Department of Industrial Relations the general prevailing rate per diem wages, the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract, and employer payments for health and welfare, vacation, pension and similar purposes applicable to the Work to be done. Copies of these rates can be obtained from State of California's Department of Industrial Relation website at <http://www.dir.ca.gov/oprl/pwd/>.

It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to adhere to the prevailing wage rate determinations pursuant to the California Labor Code and to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

Licenses, Permits and/or Certifications: Bidders must possess the following licenses, permits and/or certifications:

- State of California Contractor's License Classification C-36 (at time of bid)
- City of Santee Business License (at time of award)

Failure to possess the above specified licenses and permits at the time of bid opening shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said licenses and permits as required. All subcontractors shall have and maintain, during the term of the contract, the same valid licenses and permits if applicable to the Work provided.

Verification: The quantity of Work to be done under this Contract is estimated and the City shall not be held responsible for the data or information relative to the City's estimated quantity. Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents for any discrepancies,

inconsistencies, ambiguities, conflicts, or other errors in them or between the Contract Documents and areas, and check and verify actual areas, and shall bear all costs for any error in the Work resulting from its failure to so compare and verify.

Bidders will be responsible for verifying and inspecting the various locations of work prior to submitting a bid and will assume full responsibility for having familiarized himself or herself with the locality and local conditions that may in any manner affect the Work to be done at those locations. Submission of a bid shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of this Contract.

Bid Administration: All questions or requests for interpretation relative to this bid must be submitted in writing and received by 10:00 A.M. on September 6, 2018, in the Finance Department at the address or email below:

City of Santee
Attn: Jan Sherar, Procurement Specialist
10601 Magnolia Avenue
Santee, CA 92071

Voice: (619) 258-4100, ext. 212
Fax: (619) 562-1046
JSherar@cityofsanteeca.gov

Questions and requests received after that date and time will be reviewed at City's discretion and may not be considered. Bidders are responsible for confirming that questions are received by City.

INFORMATION FOR BIDDERS

1. Preparation: The City requests bids, on the forms attached under Documents to be Executed by Bidder, to be submitted on or before the date and time specified in the Notice Inviting Bids. Bids not presented on forms so furnished will be disregarded.

The Bid Proposal is contained herein, together with the Notice Inviting Bids, Information for Bidders, Agreement, and Contract Specifications. In order to receive consideration, bids submitted shall consist of filling out and removing the Bid Proposal section attached hereto. The Bid Proposal shall set forth, in clearly legible figures and words, the Grand Total Bid Amount (BASE BID) for the Work specified herein. All figures shall be submitted in the respective spaces provided in the Bid Proposal, and shall be signed by the bidder. All blanks in the bid forms must be completed.

The bid must be executed in accordance with these instructions and the instructions contained on the forms provided. If the bidder is an individual or a partner, the signature on the bid must be the same as the name of the bidder shown on other parts of these forms. (Showing the name as "J.E. Doe" and the signature as "John E. Doe" may be considered as an irregularity.)

2. Error in Calculation: All bid amounts shall be represented in figures. Should there be an error in calculation; unit price shall prevail. Any error in the addition or multiplication of the amounts constituting the items of the Bid Proposal Forms will be corrected and such correct total(s) shall be used to determine the successful bidder. All prices or sums shall include all applicable sales and other taxes.

3. Conflict between Words and Figures: The Grand Total Bid Amount (BASE BID) shall be represented in written words and in figures. Should there be a conflict between the written words and the figures, the written words shall prevail.

4. Modifications on the Submitted Bid: Modifications, changes, or additions to the Bid Proposal may be considered an irregularity. Erasures or corrections must be initialed by the person(s) signing the Bid Proposal. Alternate bids will not be considered unless called for.

5. Agreement and Bonds: The form of agreement which the successful bidder, as Contractor, will be required to execute, and the forms of the bonds which Contractor will be required to furnish, are included in and form a part of the Contract Documents and must not be detached therefrom.

6. Contractor's License: No bid will be awarded to a Contractor that is not licensed in accordance with the law under the provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California.

7. Disqualification of Bidders: A bidder shall be considered disqualified for any of the following reasons:

- Submitting more than one bid from the same partnership, firm, or corporation under the same or different name.
- Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the City until any such participating bidder has been reinstated by the City as a qualified bidder.
- Pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code, contractors or subcontractors who are ineligible to perform work on a public works project shall not be allowed to perform any portion of the Work contemplated herein. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law, and the debarred subcontractor shall not receive payment of any public money for performing such Work. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a

debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

8. Relief of Bidder: If the bidder claims a mistake was made in his or her bid, the bidder shall give the City written notice within five (5) business days after the opening of bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. Relief may be granted in accordance with the Public Contracts Code.

9. Rejection of Bids. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The City reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in City's best interest and conforms to local laws and ordinances pertaining to the contract. The City further reserves the right to reject all bids for any or no reason or not to contract for the Work.

10. Signing of Bids: All Bids submitted shall be signed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

11. Interpretation of Drawings (if applicable), Specifications, and Documents: If any bidder should find discrepancies in or omissions from the drawings (if applicable), specifications, or other proposed contract documents, or if he should be in doubt as to the true meaning of any part thereof, he shall at once make a written request to the Finance Department at the address set forth herein for correction or clarification of interpretation of the points in question. The person submitting such a request shall be responsible for its prompt delivery.

In the event that the Finance Department receives such a request and it should be found that certain, essential information is not clearly and fully set forth or if the Finance Department discovers errors, omissions or points requiring clarification in the drawings, specifications or documents, a written addendum will be issued as set forth herein. The City will not be responsible for any instructions, explanations or interpretations of the documents presented to the bidders in any manner other than written addendum.

12. Addenda: Any and all interpretations and supplemental instructions will be in the form of written addenda to the Contract Specifications which, if issued, will be posted on the City's website and E-mailed, faxed and/or mailed to all prospective bidders on the Bidders List. Any addenda issued by the City during the time of bidding, or forming a part of the documents furnished to bidders for bid preparation, shall be covered in the bid and shall be made a part of the Contract. In the event that an addendum setting forth material changes, additions or deletions is issued when there is 72 hours or less to the bid deadline, the City will extend the bidding deadline by at least 72 hours.

13. State and City Labor and Material Requirements: Attention is called to the State and City labor and material requirements, which are deemed to be a part of the Contract, including the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractors.

14. Bidder's Experience: The number of years' experience Contractor has had with plumbing repairs and related maintenance and at least three (3) related references must be submitted with the bid on the form provided herein. Bidders must have at least five (5) years' experience with plumbing repairs and related maintenance for their bids to be considered responsive.

15. Subcontractors: Bidder shall set forth on the form provided herein, and submit with the bid at the time the bid is due, the name, address and work to be done, of each subcontractor who will perform work, labor, furnish materials, or render service in excess of one half (½) of one percent (1%) of the total bid. No time extension will be allowed for submission of additional information on subcontractors.

16. Non-Collusion Declaration: Public Contracts Code Section 7106 requires bidders to submit an affidavit of non-collusion with their bids. This form is included with the bid package and must be signed under the penalty of perjury and dated.

17. Workers' Compensation. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder, as Contractor, shall secure the payment of compensation to all employees. Contractor shall sign and file with City the following certificate prior to performing the Work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract." The form of such certificate is included as a part of the Contract Documents.

18. Public Works Contractor Registration Certification: Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the List of Subcontractors Form. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

19. Basis of Award: Contract award shall be based on the lowest responsive responsible bid on the basis of the Grand Total Bid Amount (BASE BID). All terms and conditions contained in the Contract Specifications shall become part of the "Contract Documents". No bid may be withdrawn for a period of sixty (60) days after the time set for the opening thereof. The Contract shall be awarded within sixty (60) days after the opening of bids if it is in the best interest of City to do so. The City reserves the right, after opening bids, to waive any informality in any bid, to reject any or all bids, to make an award to the lowest responsive responsible bidder as determined by the City and/or reject all other bids as may be in the best interest of the City.

20. Execution of the Contract: The bidder to whom an award is made will be required to execute the Agreement and provide the required bond, certificates of insurance, and endorsements and any other documents and certifications as may be required by the City within ten (10) working days of the receipt by the bidder of the Notice of Award. No contract shall be binding upon the City until the same has been completely executed by the City Manager and City Attorney of the City of Santee. Failure to execute an Agreement and file an acceptable bond and insurance certificates as required herein within the time limit above may be just cause for annulment of the award.

21. Non-Discrimination: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active contractor employee engaged in the Work because of race, color, ancestry, natural origin, religious creed, sex, age, disability, or marital status.

22. Drug-Free Workplace: It is the policy of the City of Santee to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and include, but are not limited to, such substances as marijuana, heroin, cocaine and amphetamines. The workplace is presumed to include all City of Santee facilities and premises where City of Santee employees may visit in the execution of their job duties such as homes, schools, hospitals, etc. All City of Santee employees are required to comply with this policy as an essential condition of employment. Individuals who are not considered City of Santee employees, but who perform work at City worksites for the City's benefit are required to comply with this policy. Such individuals who unlawfully manufacture, distribute, dispense, possess or use controlled substances in the City workplace may be barred from further work for and in the City's facilities as well as from future consideration.

23. Public Record: All bids submitted in response to the Notice Inviting Bids become the property of the City and are public records to the extent permitted by law, and as such, may be subject to public review.

24. Filing of Bid Protests: Bidders may file a "protest" of a Bid with the City's City Clerk. In order for a bidder's protest to be considered valid, the protest must:

(a) Be filed in writing, signed, and submitted to the City Clerk's Office within five (5) calendar days after the bid opening date. Should the fifth day fall on a weekend, the deadline for filing shall be 5:00 P.M. on the next business day. Electronic or facsimile submittals will be acceptable so long as a copy of the signed document is attached.

(b) Clearly identify the specific irregularity or accusation.

(c) Clearly identify the specific City staff determination or recommendation being protested.

(d) Specify, in detail, the grounds of the protest and the facts supporting the protest.

(e) Include all relevant, supporting documentation with the protest at time of filing.

If the protest is not signed and/or does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the City's Purchasing Agent, Finance Director, or other designated City staff member, shall review the basis of the protest and all relevant information. The City Clerk will provide a written decision to the protestor. The protestor may then appeal the decision of Purchasing Agent, Finance Director to the City Council.

END OF INFORMATION FOR TO BIDDERS

CONTRACT - BID PROPOSAL

PLUMBING REPAIRS AND MAINTENANCE

Documents to be SUBMITTED

By Bidder

SIGNATURE SHEET

Bidder agrees that his or her bid shall remain open and not be withdrawn for a period of sixty (60) days from the date for opening bids. Bidder also agrees that if they are the successful bidder he or she will sign and return the Contract Agreement within ten (10) working days after receipt of Notice of Award along with the bonds, certificates of insurance and endorsements and other certifications as required under the Contract Documents.

Failure to complete all information may render your bid non-responsive [*Indicate not applicable ("N/A") where appropriate.***]**

Name of Bidder / Company: _____

Location Address: _____

Billing Address (if different): _____

Telephone No.: (____) _____ Facsimile No.: (____) _____

Email: _____

State of California

Contractor's License No.: _____ **Classification(s):** _____

Expiration Date: _____

State of California Department of Industrial Relations (DIR)

Public Works Contractor Registration No.: _____

Expiration Date: _____

Receipt of Addenda: None ☐ or #____ #____ #____ is hereby acknowledged. _____ **Initials**

By signing below, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Bid and related forms.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Submitted herewith is our bid for PLUMBING REPAIRS AND MAINTENANCE as specified in the Contract Document. Any deviations from these specifications are duly noted and additional information is attached.

Prices shall include all payroll costs, overhead costs, insurance costs, delivery costs and any other costs associated with performing the Work as specified herein. The Grand Total Bid Amount (BASE BID) set forth below will be used to determine the lowest responsive responsible bid. The Unit Price set forth in the bid shall be used whenever it becomes necessary to add or delete an item or items.

Item	Description	Unit Price	Unit	Estimated 9-Month Quantity	Extended / 9-Month Amount (Unit Price x Est. Annual Qty)
1	Journeyman – 365 days per year, 24 hours per day, 7 days per week.	\$	Hour	130	\$
2	Apprentice – 365 days per year, 24 hours per day, 7 days per week.	\$	Hour	15	\$
Subtotal					
Items #3-8 Represents Estimate for 12-Month Quantity for <u>As-Needed</u> Services/Materials					
3	Drain Cleaning - Hydro Jetting 1-1/2" – 2"	\$	Hour	6	\$
4	Drain Cleaning - Hydro Jetting 3" – 8"	\$	Hour	8	\$
5	Drain Cleaning – Electronic Leak Locating	\$	Hour	4	\$
6	Drain Cleaning – CCTV Camera with DVD	\$	Hour	4	\$
7	Drain Cleaning – Mechanical Rodding (Cable Cleaning Equipment)	\$	Hour	15	\$
8	Materials – To be supplied by Contractor	\$			\$5,000
GRAND TOTAL BID AMOUNT (BASE BID)				\$	

In case of discrepancy between the unit price and the extended price set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the extended amount column, then the amount set forth in the extended amount column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the City from measured quantities of work performed based upon the unit price.

GRAND TOTAL BID AMOUNT (BASE BID) WRITTEN IN WORDS: _____

_____ DOLLARS

AND _____ CENTS.

NOTE: Bid guarantee must be equal to ten percent (10%) of the Grand Total Bid Amount (Base Bid) shown above.

BIDDER QUESTIONNAIRE

The City expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is “non-responsible” and poses a substantial risk of being unable to complete the Work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the City reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports or similarly accredited credit reporting services; inquiries to companies and public entities for which the contractor has previously performed work; reference checks and examination of all public records.

Failure to complete all information may render your bid non-responsive [*Indicate not applicable (“N/A”) where appropriate.***]**

GENERAL INFORMATION

Name of Bidder / Company: _____

Type of Company: Individual ____ Partnership ____ Corporation ____ (check one)

Date of organization or incorporation: _____ State of incorporation: _____

Names and titles of all partners or corporate officers of the organization:

How many years has Bidder’s company been in business under its present name? _____

Under what other or former names has Bidder’s company operated? _____

List other states in which Bidder’s company is legally qualified to do business: _____

Number of years performing plumbing repairs as a Contractor: _____ (min. 5 years)

Has Bidder ever failed to complete any work awarded to it? Yes ____ or No ____

If “yes”, note when, where and why: _____

Within the last five (5) years, has any officer or partner of Bidder’s company ever been an officer or partner of another company when it failed to complete a contract? Yes ____ or No ____

If “yes”, note when, where and why: _____

BIDDER QUESTIONNAIRE Cont.

Name of Bonding Company: _____

Address: _____

Agent's Name: _____

Telephone No.: (____) _____ Facsimile No.: (____) _____

Email: _____

LIST OF CURRENT AND COMPLETED PROJECTS

Bidder must demonstrate the knowledge and working ability to perform the Work of this Contract by furnishing the following information for similar current and completed projects indicating a minimum of five (5) years' experience. ** Failure to meet or exceed this requirement may cause the bid to be rejected as nonresponsive.**

CLIENT NAME	SCOPE OF WORK	PERIOD OF PERFORMANCE	CONTRACT AMOUNT	CONTACT NAME AND TEL #

LIST OF SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act set forth in Labor Code Section 4100 et seq., Bidder shall set forth below: (a) the name and the address of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work, or labor, or render service in an excess of one half ($\frac{1}{2}$) of one percent (1%) of the total bid to the bidder on said Contract.

PORTION OF WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CSLB LICENSE NUMBER & CLASSIFICATIONS	DIR REGISTRATION NUMBER

(Additional page(s) attached if needed.)

OR

Performance of work by Subcontractor(s) for this Contract will not exceed one half ($\frac{1}{2}$) of one percent (1%) of the total bid.

_____Initials

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

NON-COLLUSION DECLARATION

[Note: To be executed by Bidder and Submitted with Bid]

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date],

at _____ [city], _____ [state].

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: _____

DIR Registration Number: _____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Company Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Santee, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2018, for PLUMBING REPAIRS AND RELATED MAINTENANCE.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2018, the name and corporate seal of each corporation.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By: _____
(Signature of Contractor)

(Seal of Surety)

Surety

By: _____
Attorney in Fact

BID BOND Cont.**Notary Acknowledgment**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
 appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

**AGREEMENT
AND
CONTRACT SPECIFICATIONS
PLUMBING REPAIRS AND MAINTENANCE**

Documents to be executed

By the

Successful Bidder

(AFTER award of Contract)

REQUEST FOR BIDS
PLUMBING REPAIRS & MAINTENANCE**AGREEMENT**

This Contract, made and entered into this _____ day of _____ 2018, by and between CITY OF SANTEE, sometimes hereinafter called "City" and _____, sometimes hereinafter called "Contractor."

WITNESSETH that the parties do covenant and agree with each other, as follows:

1. CONTRACT DOCUMENTS. The complete Contract includes all of the Contract Documents, to wit: the Notice Inviting Bids, Information for Bidders, the Bid Proposal and documents executed therewith, including the Non-Collusion Declaration, the Workers' Compensation Certificate, the Public Works Contractor Registration Certification, the Agreement, Addenda (if any), the bonds executed in connection herewith, insurance certificates and endorsements and all official papers and documents relating to the Work to be performed hereunder, the General Provisions, the Technical Provisions and all modifications incorporated in these documents before their execution. These documents shall be deemed and considered as forming a part of this Contract as fully set forth herein and whether or not attached hereto. Any and all obligations of City and Contractor are fully set forth and described herein. All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

2. DUTIES OF CONTRACTOR. Contractor agrees to furnish all labor, materials, machinery, equipment, tools, supplies and mobility necessary to perform and complete in a good and worker-like manner and in accordance with the Contract Documents, all parts of the Work as called for and in a manner designated in and in strict conformity with the General and Technical Provisions appended hereto.

3. PAYMENT. City agrees to pay and Contractor agrees to accept as payment in full, payment according to the unit prices bid. Total amount not to exceed \$_____ for fiscal year (FY) 2018-19, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

4. DISPUTES. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Director. The decision of the latter shall be final unless otherwise appealed to the Santee City Council. If Contractor disputes City Council's decision, Contractor shall have such remedies as may be provided by law.

5. TERM OF CONTRACT. This Contract shall be from October 1, 2018 through June 30, 2019 (remainder of FY 2018-19), unless terminated or extended pursuant to this Contract. Contractor's obligations to indemnify the City and any guarantee provided in accordance with the Contract Documents shall survive termination of this Contract.

6. OPTIONS TO EXTEND CONTRACT. The City reserves the following rights to extend the term of this Contract.

- a) The City may, at its sole discretion, extend this Contract on a 12-month basis not to exceed three (3) additional twelve (12) month renewal terms by giving written notice thereof to the Contractor not less than thirty (30) calendar days before the end of the Contract term.
- b) In addition to Item 6 (a) above, the City has a one-time option to extend the Contract for a period up to ninety (90) days by giving written notice thereof to the Contractor not less than five (5) calendar days before the expiration of any Contract year

If the City exercises any of the above-described options, the Contract prices shall be adjusted in accordance with the Seventh Paragraph of this Contract.

7. COMPENSATION ADJUSTMENT UPON EXERCISE OF OPTION TO EXTEND.

7.1. PERIOD OF COVERAGE. Bidder agrees to provide awarded items and/or services as specified in the Contract document. This Contract may be extended by mutual consent for up to three (3) additional 12-month periods and/or 90-day extension.

7.2. AGREEMENT PRICES. Unit prices quoted shall remain firm for the initial Contract term. One (1) price increase may be allowed for each option period as the result of:

- 1) Manufacturer or supplier price increases in the product(s) offered
- 2) Governmental or regulatory agency increases to the trade
- 3) Regional Consumer Price Index (CPI) increases to the industry

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. The City will be the sole judge of acceptable option year price increases, should it decide to exercise its option to extend under this Contract.

8. APPROPRIATION / CONTINGENCY OF FUNDS. This Agreement is subject to and contingent upon budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.

9. LICENSES, PERMITS AND/OR CERTIFICATIONS. Contractor shall hold the following current and valid licenses, permits and/or certifications at all times during the term(s) of the Contract:

- State of California Contractor's License Classification C-36
- City of Santee Business License

Failure to possess the above specified licenses, permits and/or certifications may be cause to terminate the Contract.

10. PUBLIC SAFETY. During the performance of the Work, Contractor shall take all necessary precautions and place proper guards for the prevention of accidents and shall indemnify and save harmless City and the City Council, its officers and agents, and employees from all damages and costs to which they may be put by reason of injury to person or property resulting from the Contractor's negligence or carelessness in the performance of the Work, or in guarding the same, or from any improper equipment and/or supplies used, or by or on account of any act or omission of the Contractor or Contractor's agents.

11. COMPLIANCE WITH PROVISIONS OF LAW RELATIVE TO PUBLIC CONTRACTS. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the **payment of prevailing wages**, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law.

IN WITNESS WHEREOF, this Contract is executed by the City Manager of the City of Santee. Contractor has caused this document to be executed and its corporate name and seal to be hereunto attached by its proper officer's thereunto duly authorized, the day and year first hereinabove written.

CITY OF SANTEE**CONTRACTOR**

By: _____
Marlene Best, City Manager

Date: _____

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:**BEST BEST & KRIEGER LLP**

By: _____

Date: _____

By signing above, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Agreement and related Documents.

REQUEST FOR BIDS
PLUMBING REPAIRS & MAINTENANCE
PAYMENT (MATERIAL AND LABOR) BOND

KNOW ALL MEN BY THESE PRESENTS that

WHEREAS, the City of Santee (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: PLUMBING REPAIRS AND MAINTENANCE (the "Work"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the City of Santee in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its subcontractors, its or their heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in Section 9100 of the Civil Code or fail to pay for any materials, provisions, provender, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the City and the Principal or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that the claimant is a person described in Section 9100 of the Civil Code and has not been paid the full amount of his or its claim and that Surety does hereby waive

PAYMENT (MATERIAL AND LABOR) BOND Cont.

notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Section 2819 and 2845 of the California Civil Code.

AS-NEEDED OR ON-CALL SERVICES. Since the Contract Documents involve as-needed or on-call services, each individual request or project work order under the Contract Documents may be considered a separate project for purposes of the City's purchasing requirements. In addition, the term of such Contract Documents are based upon the expiration of a date certain and not upon the completion of the Project or any individual project work order. Thus, the Contractor may wish to change sureties or its bond during the term of the Contract Documents, including at the natural expiration of the initial term or any renewal term. Therefore, regardless of any term or timeframe limitation specified above, the obligations of this bond shall include any and all work authorized in accordance with the Contract Documents during any such period this bond was in place, regardless of when the initial term or any renewal term of the Contract Documents expires or is terminated, and regardless of when the Project or any individual project work order is completed. Nothing herein shall be construed to otherwise limit the guarantees and rights of this obligation, including those which may extend beyond when the initial term or any renewal term of the Contract Documents expires or is terminated, or beyond when the Project or any individual project work order is completed. Furthermore, the execution of separate and/or additional bond(s) during the initial term or any renewal term shall not extinguish, exonerate, or terminate the guarantees and obligations as set forth in this bond. Finally, when describing in the preceding paragraph the stipulation and agreement that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), any changes or alterations to the Contract Documents shall also include an increase in the compensation for a project work order.

CONTRACT WITH RENEWAL OPTIONS. Since the Contract Documents include a renewal option, the Contractor may wish to change sureties or its bond during the term of the Contract Documents, subject to City approval, including at the natural expiration of the initial term or any renewal term. Therefore, regardless of any term or timeframe limitation specified above, the obligations of this bond shall include any and all work authorized in accordance with the Contract Documents during any such period this bond was in place, regardless of when the initial term or any renewal term of the Contract Documents expires or is terminated, and regardless of when the Project is completed. Nothing herein shall be construed to otherwise limit the guarantees and rights of this obligation, including those which may extend beyond when the initial term or any renewal term of the Contract Documents expires or is terminated, or beyond when the Project is completed. Furthermore, the execution of separate and/or additional bond(s) during the initial term or any renewal term shall not extinguish, exonerate, or terminate the guarantees and obligations as set forth in this bond. Finally, when describing in the preceding paragraph the stipulation and agreement that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), any changes or alterations to the Contract Documents shall also expressly include any extended performance and increase in the compensation as a result of the City's election to renew the Contract as contemplated in the Contract Documents.

PAYMENT (MATERIAL AND LABOR) BOND Cont.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR:**SURETY:**

By: _____

By: _____

(Print Name)

(Print Name)

Title: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 County of _____ }

On _____
 (date), before me, _____ (name and title of the officer), personally appeared _____
 _____ (name(s) of signer(s)), who proved to me on the basis of
 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
 that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 [Seal]

Signature of Notary Public

NOTE: A copy of the Power-of-Authority to local representatives of the bonding company must be attached hereto

REQUEST FOR BIDS
PLUMBING REPAIRS & MAINTENANCE
WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways;

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees..."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

NAME AND TITLE: _____

(In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City of Santee with evidence satisfactory to the City of Santee that it has secured workers' compensation and employers' liability insurance satisfactory to the City of Santee prior to any such employee performing any work under the Contract Documents.

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

NAME AND TITLE: _____

CONTRACT SPECIFICATIONS - GENERAL PROVISIONS**1. INTENT**

To the fullest extent reasonably possible, all provisions of the Contract Documents shall apply to performance of the Work hereunder; provided however, that in resolving conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a) Permits: Other agency permits as may be required by law.
- b) Change Orders, Addenda, Supplemental Agreements and approved revisions to the plans and specifications.
- c) Contract
 - 1) Agreement
 - 2) Technical Provisions
 - 3) Plans, if applicable
 - 4) General Provisions
 - 5) Bid Proposal
 - 6) Information for Bidders
 - 7) Notice Inviting Bids

2. TERMS AND DEFINITIONS

Whenever in the General Provisions or Technical Provisions the following terms are used, they shall be understood to mean and refer to the following:

- a) CITY. CITY OF SANTEE, acting through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- b) CITY COUNCIL. CITY COUNCIL of the City of Santee.
- c) DIRECTOR. DIRECTOR OF COMMUNITY SERVICES, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- d) PUBLIC SERVICES MANAGER. City of Santee Community Services Department PUBLIC SERVICES MANAGER
- e) CONTRACTOR. CONTRACTOR and/or any person or subcontractor employed by the Contractor and working under this contract and agreement.
- f) JOURNEYMAN. Person employed by Contractor who has completed an apprenticeship program or is an experienced worker, not a trainee, and is fully qualified and able to perform the trade without supervision.
- g) APPRENTICE. Person employed by Contractor who, under direct supervision, is learning the trade.

Other terms appearing in the *General Provisions* or *Technical Provisions* shall have the intent and meaning specified therein.

3. LOCATIONS OF WORK

The Work shall be performed at various City locations including but not limited to the following:

- Site #1:** SANTEE CITY HALL – 10601 Magnolia Avenue, Buildings 1, 2, 3, 4, 5, 6, 7 and 8
- Site #2:** OPERATIONS CENTER – 9534 Via Zapador
- Site #3:** TEEN CENTER – 8115 Arlette Street
- Site #4:** SANTEE FIRE STATION NO. 4 – 8950 Cottonwood Avenue

- Site #5:** SANTEE FIRE STATION NO. 5 – 9130 Carlton Oaks Drive
- Site #6:** TOWN CENTER COMMUNITY PARK EAST
– 550 Park Center Drive
- Site #7:** TOWN CENTER COMMUNITY PARK WEST
– 9409 Cuyamaca Street
- Site #8:** COMMUNITY SAFETY CENTER
– 9888 Town Center Parkway
- Site #9:** SANTEE AQUATIC CENTER
– 10123 Riverwalk Drive
- Site #10:** BIG ROCK PARK
– 8125 Arlette Street
- Site #11:** MAST PARK AND MAST PARK WEST
– 9125 Carlton Hills Boulevard
- Site #12:** SHADOW HILL PARK
– 9161 Shadow Hill Road
- Site #13:** WEST HILLS PARK
– 8750 Mast Blvd
- Site #14:** WOODGLEN VISTA PARK
– 10250 Woodglen Vista Drive
- Site #15:** SKY RANCH PARK
– 5850 Cala Lily Street
- Site #16:** DEPUTY KEN COLLIER PARK
– 9170 Via De Cristina
- Site #17:** RIGHT OF WAY AREAS or LANDSCAPE DISTRICTS throughout the City
– Backflow devices, water mains, etc.
- Site #18:** WALKER TRAIL – 9500 Magnolia Avenue

Contractor's use of premises will be limited to those areas necessary for the Work. All other areas shall remain undisturbed.

3.1 FACILITY KEYS

For those building with access closets and hose bibs, the City may opt to issue keys rather than having Contractor coordinate access with City staff. If coordination with City staff is necessary, Contractor must give City staff at least one (1) hour advance notice. Should the City opt to provide keys to applicable access doors, only those individuals, who have been determined acceptable and authorized by Contractor shall have access to City facilities. In the event such keys entrusted to the Contractor should become lost, Contractor shall notify the Public Services Manager, or his designee, immediately and will be financially responsible for any and all costs resulting from the need to re-key any facility.

Contractor is responsible for ensuring that all doors are closed and locked and that lights are turned off upon completion of all duties. Failure to secure City facilities correctly may result in liquidated damages for any call outs by City personnel due to doors left open after hours, and/or termination of the Contract.

Misuse of any City keys by the Contractor or any of the employees of the Contractor shall be considered as failure to full comply with the provisions of this Contract and may be considered grounds for immediate termination of the Contract.

4. DESCRIPTION OF WORK

4.1. SCOPE OF WORK

This Contract establishes the standard for plumbing repairs and related maintenance at various City locations. Contract oversight is by the Director of Community Services, Public Services Manager and/or other designated City representative. As such, the use of the titles, "Director of Community Services," "Director", "Public Services Manager" and/or "designated City representative" shall all refer interchangeably to the City representative authorized to act on behalf of the City to the extent set forth in the Contract Documents.

4.2. QUALITY OF WORK

All work shall be performed in accordance with the best practices of the profession and comply with "Part 2 – Construction Materials and Part 3 – Construction Methods of the latest edition of the Standard Specifications for Public Works Construction, the 2010 California Building Code which adopted the 2009 International Building Code (IBC), 2009 Uniform Plumbing Code (UPC), 2009 Uniform Mechanical Code (UMC) and 2008 National Electrical Code (NEC), with local amendments as adopted under Santee Municipal Code section 15.04; and the latest edition of the Standard Specifications for Public Works Construction (the Green Book, and San Diego Area Regional Standard Drawings,) in effect as of the date the Contract is fully executed and the Contract documents.

In case of conflict between the Green Book and the Contract documents, the Contract documents shall take precedence. Notwithstanding the above, Sections 1 through 9 of the Green Book shall not be applicable to this Contract and are hereby specifically excluded from incorporation or application to this Contract.

Where the plans or Specifications describe work in general terms, but not in complete detail, it is understood that the work shall be furnished and installed completely and in place and workmanship of the first quality is to be used.

4.3. CONTRACTOR'S PERSONNEL

Contractor shall furnish sufficient supervisory and working personnel who are properly licensed and capable of promptly accomplishing, to the satisfaction of the Director and on schedule, all Work required under this Contract. Such supervisory personnel must have adequate field experience and technical background to supervise the Work and assure compliance with the Contract.

Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible inconvenience to the public. Personnel shall be fully clothed in suitable attire that bears the Contractor's name or identifying mark. The Director may require the Contractor to remove from the work site(s) any employee(s) deemed careless, incompetent, or who is an annoyance to the public.

Contractor shall publish and distribute to all employees, workers and subcontractors (hereinafter worker) a statement notifying worker that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Any worker under the effect or residual effect of such controlled substance is considered a hazard and shall be removed from the job site immediately. This notice shall state that the worker has an obligation to abide by the terms of this Contract and to notify the Contractor in writing of any violation of a criminal drug statute occurring in the workplace or at the job site. Contractor shall notify City of such incident and take appropriate action within thirty (30) days. Contractor is responsible to see that this requirement is included in all Subcontractor contracts.

4.3.1 Contractor Employee Qualifications. Contractor's employees shall be thoroughly trained and qualified to perform Work under the terms of this Contract including but not limited to refrigeration and pneumatic, electric and electronic controls.

4.4. COMMERCIAL MOTOR VEHICLE SAFETY ACT OF 1986, AS AMENDED

Contractor shall comply with the Commercial Motor Vehicle Safety Act of 1986, as amended, including, but not limited to, pre-employment, reasonable suspicion, random and post-accident testing of operators of commercial motor vehicles for use, in violation of law or Federal regulations, of alcohol or controlled substances. (49 U.S.C. § 2701 et seq.)

4.5. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

Contractor shall comply with all Environmental Regulations in the performance of the Work or any portion thereof, and shall indemnify the City in accordance with Section 22 of this Agreement for any and all claims of any type in any way relating to or arising from Contractor's performance of the Work under this Agreement. Contractor shall immediately notify the City in the event any violation of any Environmental Regulation is reasonably suspected to have occurred. For purposes of this section, the term "Environmental Regulations" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. The term "Hazardous Substances" means (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Project or to persons on or about the Project or (ii) cause the Project to be in violation of any Environmental Regulation; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC §§ 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 USC §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.; the California Hazardous Waste Control Law ("HWCL"), Cal. Health & Safety Code §§ 25100 et seq.; the Hazardous Substance Account Act ("HSAA"), Cal. Health & Safety Code §§ 25300 et seq.; the Underground Storage of Hazardous Substances Act, Cal. Health & Safety Code §§ 25280 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), Cal. Water Code §§ 13000 et seq., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; and, San Diego Regional Water Quality Control Board Order#R9-2013-0001. (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Project or the owners and/or occupants of property adjacent to or surrounding the Project, or any other person coming upon the Project or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

The Contractor, all employees, agents and subcontractors who have a reasonable probability of coming into contact with hazardous materials shall be adequately trained to comply and shall comply with all laws and regulations relating to the care and protection of the environment in the performance of the Work or any portion thereof.

4.6. CONFIDENTIALITY

Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

4.7. AVAILABILITY / RESPONSIVENESS OF CONTRACTOR

Contractor shall maintain a local office with a competent company representative who can be reached during normal working hours, as defined hereunder, and who is authorized to discuss matters pertaining to this Contract with the Director or his representative. **A local office for purposes of this Contract is one that is located no more than one (1) hour's driving distance from the City so as to ensure responsiveness in the event the need for emergency repairs should arise.** An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls from the Director are returned within a one-hour period. A mobile telephone or an answering machine shall not fulfill the requirement for a local office.

All supervisors and acting supervisors shall be outfitted by the Contractor with a portable personal communication device capable of transmitting and receiving phone calls from anywhere (not a calling card).

At all times during the term of this Contract, the Contractor shall provide the City with name(s) and phone number(s) of person(s) representing the Contractor for 24-hour emergency response, seven (7) days per week. Should this information change, the City must be notified in writing within 12 hours after said change. The City will, in turn, provide the Contractor its emergency contact information.

Contractor's vehicle shall carry sufficient equipment to control traffic (barricades, delineators, and cones, etc.). When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices and any other safety devices, if deemed necessary, and proceed with remedial action after contacting the Public Services Manager.

4.7.1. Normal Response. Contractor shall be on site to perform non-emergency services, as requested by the Public Services Manager and/or his designee within forty-eight (48) hours after the request is made by the City. Should a request for non-emergency work fall on a Friday, work shall be performed on the next non-holiday workday.

4.7.2. Emergency Response. An emergency can be defined per City's request for public health and safety matters, or the potential for flooding, 24 hours per day, 365 days per year. In the event that emergency response is required, Contractor shall respond within thirty (30) minutes of notification, either written or verbal by the City, and be on-site within one (1) hour after initial notification to perform the Work.

City may retain out of any amounts due the Contractor sums sufficient to cover a "Late Fee." A "Late Fee" is defined as follows: If and when Contractor is not on site with the necessary equipment within one (1) hour after initial notification of the emergency, City may deduct from previous invoices \$50.00 for every 15 minutes past the one (1) hour Emergency Response time. Maximum "Late Fee" for each occurrence: \$500.00

Hourly rates for Emergency Response shall be the same as Normal Response.

4.8. SCHEDULING

4.8.1. General. Work Orders for repairs will be issued by the Public Services Manager and/or his designee in verbal, written or web-based form on an as-needed basis. Work schedule will be determined by the City and Contractor together and shall be scheduled in a manner that minimizes inconvenience to City staff, the public and recreational uses of the facilities and designed to maintain the sites in safe condition and in accordance with highest industry standards. The amount of time needed to complete each Work Order will be determined by order of priority and urgency.

4.8.2. Hours of Work. Regular work shall be performed between the hours of 6:00 A.M. and 4:00 P.M. Monday through Friday. The following instances are exceptions:

- a) Emergency repairs requested by the City.
- b) Any and all steps necessary to protect City employees and/or the public from a dangerous condition.

4.8.3. Excusable Delays. Except for the obligation of payment of money, in no event shall either party be liable, one to the other, for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of said party, including, but not limited to: acts of God; acts of the public enemy; acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia; fires; floods; epidemics; quarantine restrictions; strikes; or other causes beyond the control of the party claiming excusable delay.

Repeated unexcused tardiness will not be tolerated and may be cause for termination of the Contract.

4.8.4. Holidays. If a holiday occurs on a scheduled Workday, work shall resume within two (2) business days and at no additional cost to City.

4.8.5. Inclement Weather. Should inclement weather or other acts of God prohibit Contractor from working, Contractor's work schedule will be adjusted to correspond with the same amount of time that Contractor was unable to work.

4.9. CHANGES IN WORK

The Public Services Manager and/or his designee may prescribe, in writing, a modification of requirements or of methods of work; or in the quantity or character or the Work to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with these Contract Specifications impractical, Contractor shall submit to the Public Services Manager and/or his designee for their consideration and approval or disapproval, a written request for modification of requirements of the Work. This request shall set forth in detail, the reasons why the specified requirements are considered impractical and Contractor's proposal for any alternate that will relieve this alleged impracticality.

If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided, that as such changes or alterations render useless any work already done, the Public Services Manager and/or his designee shall make reasonable allowance therefore, which action shall be binding upon both parties. Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

The City reserves the right to increase or decrease the Contract quantities by up to fifty percent (50%) per year without renegotiating the unit cost. Additional work will be compensated at the unit cost bid for each item of work so long as such additional work does not exceed fifty percent (50%) of the estimated annual quantity.

Regardless of the change, all changes made to the Contract documents, whether it be character of the Work or quantity of the Work, must be agreed upon, in writing, by both Director and Contractor and implemented with a Change Order and/or Contract Amendment. Change Orders and/or Contract Amendments shall include a brief description of the change, dollar value of the change, and any adjustments in Contract time, if applicable. If no prices are named in the Contract to cover such changes or alterations, the cost of such changes shall be determined by agreement between the Director and the Contractor. If an agreement cannot be reached, such changes causing an increase in work shall be covered as hereinafter provided for as Extra Work. Decreases in work shall be negotiated by the Director and the Contractor.

4.10. EXTRA WORK

Any additional work performed shall be subject to all of the provisions of the Contract and Contractor's sureties shall be bound with reference thereto as under the original Contract. If during the performance of the Contract it shall, in the opinion of the Director, become necessary or desirable for the proper completion of the Contract to order work done or materials or equipment furnished which, in the opinion of the Director, are not susceptible of classification under the tasks named in the Bid Proposal, Contractor shall do and perform such work and furnish such materials and equipment. Such labor, materials, machinery, equipment, tools, or supplies will be classed as extra work and shall be ordered in writing before such work is started. No extra work shall be paid for unless ordered in writing by the Director or his designee.

Extra work and material will ordinarily be paid for at a lump sum or unit price agreed on in writing by the Director and Contractor before the extra work shall be ordered. If any work or materials are ordered under this section on a "cost-plus basis," Contractor shall provide the Public Services Manager written reports showing the name and number of each worker employed thereon, the number of hours employed thereon, the character of work Contractor is doing, and the wages paid or to be paid, also showing the materials delivered and any other items that may enter into the cost, the quantity, and the character of each such material, from whom purchased and the net amount paid or to be paid therefore, and, such other information as directed. If required, Contractor shall produce any books, vouchers, other records, or memoranda that will assist the Public Services Manager in determining the true, necessary cost of the work and materials to be paid for.

Utilizing such cost-plus basis, the Contractor is paid for all of its costs of performance (labor, materials, equipment, management and other services) plus a maximum of fifteen percent (15%) additional percentage for overhead and profit.

Whenever any parts or equipment must be replaced because of Contractor's actions or failure to act, Contractor shall perform such replacement at no additional cost to the City.

4.11. TEMPORARY SUSPENSION OF WORK

The City shall have the authority to suspend the Work wholly or in part, for such period as the City deems necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as the City may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work or otherwise. The Contractor shall immediately comply with the written order of the City to suspend the Work wholly or in part, and shall not resume the Work until ordered to do so in writing by the City.

In the event that a suspension of Work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work, such suspension of Work shall not relieve the Contractor of its responsibility to complete the Work within the time limits set forth in the Contract Documents, and shall not be considered cause for extension of the time for completion, and further, such suspension of Work shall not entitle the Contractor to any additional compensation.

4.12. INSPECTION

All work shall be subject to the approval of the City and any work in need of correction because of improper or unsatisfactory preparation or workmanship shall be corrected by Contractor to the satisfaction of, and at no cost to, the City.

Contractor will have two (2) days from the time of notification to correct improper or unsatisfactory work notwithstanding that such defective work had been previously overlooked by the Director or paid for previously. In the event said work is not corrected within the time specified above, and in addition to any other actions/remedies permitted by law, City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to correct said work from Contractor's invoice.

4.13. MATERIALS

4.13.1. Quality of Materials and Source of Supply. Articles, materials, and equipment to be incorporated into the Work under the Contract shall be new or unused unless otherwise specified and shall conform to the requirements of the Contract Documents and be approved by the City before incorporation into the Work; and, where required to conform to standard specifications [citations: Standard Specifications for Public Works Construction as amended by the Standard Special Provisions and San Diego Area Regional Standard Drawings], tests of the City, or other authorities incorporated into the Contract Documents by reference, shall conform to the respective most recent editions of citations noted above, including amendments specified or, where editions are not specified, shall conform to the editions including amendments in effect on the date of the Notice Inviting Bids.

4.13.2. Preference for Materials. Whenever in the Contract Specifications any material, process, or article is indicated or specified by grade, patent or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal," and Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process, or article offered by Contractor is not, in the opinion of the Public Services Manager substantially equal or better in every respect to that specified, then Contractor shall furnish material, process, or specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor. Contractor shall submit request together with substantiating data for substitution of an "or equal" item within ten (10) business days prior date of contract award. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this Contract.

4.13.3. Defective Materials. All materials not conforming to the requirements of the Contract Documents, or to any provision of the Contract Documents, shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be immediately removed from the site of the Work unless otherwise permitted by the City.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the City. Upon failure on the part of the Contractor to comply with any order of the City made under the provisions of this section, the City shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

4.14. NOTICE OF OBSTRUCTIONS.

Any obstruction noted by the Contractor shall be reported immediately by Contractor to the Public Services Manager and/or his designee.

4.15. SAFETY REQUIREMENTS

All work performed under this Agreement shall be performed by qualified Contractor personnel who, through related training or on the job experience, or both, are familiar with the practices and hazards of the Work and the equipment used in such operations. Work shall be done in such manner as to ensure maximum safety to City personnel, the public and employees of the Contractor. Where applicable, Contractor shall comply with all safety standards established by California Occupational Safety and Health Administration (CAL-OSHA). Contractor shall immediately cease any act or action if the Director or his designee determines that unsafe acts are occurring and orders that such action cease.

It is part of the service required of Contractor to make whatever provisions are necessary to protect City personnel and the public. Contractor shall use foresight and take such steps and precautions necessary to protect the City personnel and the public from danger, loss of life or property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partially completed work or partially removed facilities. Unusual conditions may arise on the work which will require the immediate and unusual provisions be made to protect City personnel and/or the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this Contract.

Whenever, in the opinion of the Director or his designee, an emergency exists because Contractor has not taken sufficient precaution for public safety, or protection of utilities or adjacent structures or property, the Director or his designee will order Contractor to provide a remedy for the unsafe condition. If Contractor fails to remedy the unsafe condition within the amount of time set forth herein, the Director or his designee may provide suitable protection to said situation by causing such work to be done and material to be furnished as may seem reasonable and necessary.

4.15.1. Accident Reporting. Contractor shall immediately notify the Public Services Manager and/or City personnel of any accident, regardless of whether or not injury or damage is evident, involving the public and Contractor's staff, vehicles, and/or equipment. Contractor shall, if needed, assist the public by summoning emergency assistance while at the site. Contractor shall cooperate fully with City in the investigation of any injury or death occurring at any site, including the provision of reports and/or documentation as requested by the City.

4.16. PROJECT SITE MAINTENANCE

Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the Contract. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. If parking is to be prohibited during work, "No Parking" signs shall be installed forty-eight (48) hours prior to work commencing.

Any damage to existing facilities caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City.

4.17. HAZARDOUS CONDITIONS

Any hazardous conditions noted by Contractor and not corrected by Contractor shall be reported immediately by Contractor to the Public Services Manager and/or his designee.

5. PAYMENTS / DEDUCTIONS FROM PAYMENTS

5.1. PAYMENTS

At the end of each calendar month, Contractor shall submit a detailed invoice to the Public Services Manager requesting payment. Detailed invoices must include hours worked and materials used for each job site; no lump sum billing. Upon receipt of the invoice, it shall be reviewed by the Public Services Manager for the purpose of determining whether the payment request is undisputed and proper for payment. Whenever materials are billed on Contractor's request for payment/invoice, a copy of detailed vendor invoices shall be attached for verification. Such invoices and/or receipts must document total costs to the Contractor, including discounts, and may then have a not to exceed fifteen percent (15%) mark-up added. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the City. If it is determined not to be a request suitable for payment, it shall be returned to Contractor as soon as practicable, but not later than seven (7) working days after receipt, accompanied by a document setting forth in writing the reasons why the invoice is not proper.

City shall make the payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. The number of days available to City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Public Services Manager exceeds the seven (7) day requirement. The City may deduct from any payment all amounts necessary to protect City to the extent authorized by California law. The failure by the City to deduct any of these sums from a payment shall not constitute a waiver of the City's right to such sums. Contractor must execute a conditional waiver and release for payment pursuant to Civil Code Section 3262.

5.1.1. Hourly Rates. Hourly rates for Normal Response shall be for work performed Monday through Friday, 6:00 A.M. to 4:00 P.M. Minimum Billing Allowed for Normal Response is one (1) hour for all services. Partial hours worked after the first hour (minimum) shall be billed at the hourly rate pro-rated to the nearest quarter (15 minutes).

Hourly rates for Emergency Response shall be for work performed after hours on weekdays and any time during weekends and holidays. Minimum Billing Allowed for Emergency Response is two (2) hours per incident for all services. Partial hours worked after the first two hours (minimum) shall be billed at the hourly rate pro-rated to the nearest quarter (15 minutes).

All services/responses shall include trip charges, truck charges, fuel charges, tool charges, and any other charges not stated herein.

City may retain out of any amounts due the Contractor sums sufficient to cover a "Late Fee." A "Late Fee" is defined as follows: If and when Contractor is not on site with all necessary equipment within one (1) hour after initial notification of the emergency, City may deduct from previous invoices \$50.00 for every 15 minutes past the two (2) hour Emergency Response time. Maximum "Late Fee" for each occurrence: \$500.00.

5.1.2. Payment for Materials and/or Rental Equipment. Whenever materials and/or rental of equipment are billed on Contractor's request for payment/invoice, a copy of detailed vendor invoices must be attached for verification. Such invoices and/or receipts must document total costs to the Contractor, including discounts, and may then have a not to exceed fifteen percent (15%) mark-up added. Note: Prior City approval is required for all rented equipment.

5.2. DEDUCTIONS FROM PAYMENTS

The Director may retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided, however, that Stop Notices of said claims shall have been filed with the City. The City shall deduct from billings and shall not pay the following:

- a) Any charges attributable to work that, in the opinion of the Public Services Manager, have not been performed, have been improperly performed, or have caused damage by the Contractor.
- b) Any claims for extra work that did not have prior written approval from the Public Services Manager.

6. RECORDS RETENTION

City, State and Federal representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card, or other records relating to work hereunder. Such material, including all pertinent costs, accounting, financial records and proprietary data, shall be retained by Contractor for a period of five (5) years after termination or expiration of the Contract. The City reserves the right to require the Contractor to provide additional reports and record-keeping processes as the City deems reasonable in order to verify the Contractor's services and invoices for same. If authorized representatives of the City conduct an audit of the Contractor regarding the services provided hereunder and if such audit finds that the City's liability for such services is less than the payments made by the City to the Contractor, then, at the City's discretion, the Contractor shall either: (1) immediately repay to the City the overpayment, or (2) at City's option, City will give to Contractor credit against any future payments due the Contractor.

7. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or Contractor's right, title of interest in or to the same or any part thereof to any other person, company or corporation, including any franchisee of contractor, without previous consent in writing from the City. If the Contractor shall without previous written consent, assign, transfer, convey, sublet, or otherwise dispose of the Contract or its obligations, duties, responsibilities, rights, title or interest therein, or any of the monies to become due under the Contract, to any other person, company, or other corporation, including any franchisee of the contractor, the Contract may at the option of the City, be terminated, revoked, and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the Contract to the Contractor, and to its assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the Contract, or any part thereof, or by reason of the assignment of any monies to become due hereunder unless authorized as aforesaid by written consent of the City.

8. ORAL MODIFICATIONS INEFFECTIVE

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, except by a waiver or modification thereof in writing and signed by the Director and the Contractor.

9. WAIVER OF DEFAULT

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping City from enforcing the full provisions thereof.

No delay, failure, or omission of the City to exercise any right, power, privilege or option arising from any default, nor any subsequent payments made by the City then thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) business days, give notice hereof including all relevant information with respect thereto, to the other party.

10. CONTRACT DOCUMENTS REPRESENT ENTIRE AGREEMENT

The Contract Documents represent the entire understanding of the City and Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

11. SEVERABILITY

The unenforceability, invalidity, or illegality of any provision(s) of this Contract shall not render the other provision(s) unenforceable, invalid or illegal.

12. PROCEDURE FOR RESOLVING DISPUTES

The parties to this Contract are subject to the provisions of Section 9204 of the Public Contract Code, which prescribes a process for negotiation and mediation to resolve disputes on construction claims. The parties are also subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code (as amended by the Statutes of 1991, Chapter 1029, effective January 1, 1992), which provisions are incorporated herein by reference, which requires compliance with certain procedures to resolve any claim by the Contractor of \$375,000 or less regarding an extension of time, a change order, extra work or any other disputed amount. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. If after the foregoing procedures are completed a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

13. ASSIGNMENT OF ANTI-TRUST CLAIMS

Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. Such assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties. If after the foregoing procedures are completed a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

14. THIRD-PARTY CLAIMS

Pursuant to Section 9201 of the Public Contract Code, the City shall provide the Contractor with timely notification of the receipt of any third-party claims, relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing such notification.

15. NOTICES

Any notices under the Contract Documents shall be in writing and shall be effective upon personal delivery, or upon three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid, and addressed to the respective parties: City of Santee Director of Community and Contractor.

16. TERMINATION

16.1. TERMINATION OF CONTRACT BY CITY

This Contract, or any portion thereof, may be terminated by City at any time and for any reason or no reason by giving Contractor ten (10) calendar days advance written notice. In the event of termination, City shall pay Contractor for all Work adequately performed up to that time as provided herein. In the event of termination, City may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse or remedies against Contractor. In the event this Contract is terminated in whole or in part as provided, City: (a) shall take possession of the affected portion(s) of the Project and the Project site; (b) shall take possession of all affected materials, tools and appliances located on

the Project site; (c) may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated; (d) may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract; and (e) may complete the affected portion(s) of the Project by whatever method the City may deem to be in its best interests.

16.2. TERMINATION OF CONTRACT BY CONTRACTOR

The Contractor may terminate the Contract upon ten (10) days written notice to the City, whenever: (1) the entire Work has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor, and notice to resume the Work or to terminate the Contract has not been received from the City within this time period; or (2) the City should fail to pay the Contractor any undisputed billings in accordance with the terms of the Contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claims against the City except for Work performed as of the date of termination.

17. UNFORESEEN DIFFICULTIES

All loss or damage arising out of the nature of the Work to be done under the Contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the Work and in the prosecution of the same, or from encumbrances on the line of work, shall be sustained by the Contractor, except as may be otherwise specifically provided by the Contract Documents.

18. COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Contractor fails to comply with applicable laws, ordinances, codes and regulations results in damage or liability to City, Contractor shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.

19. ATTORNEY'S FEES AND COSTS / VENUE

In the event that any arbitration, action, suit or other proceeding is instituted to enforce any provision of this Contract, and/or to remedy, prevent, or obtain relief from a breach of this Contract, the prevailing party shall be entitled to recover all of its attorney's fees and costs incurred in each and every such arbitration, action, suit or other proceeding, including any and all appeals or petitions therefrom. As used herein, attorney's fees shall be deemed to mean the full actual costs of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorneys performing such services and shall not be limited to "reasonable attorney's fees" as defined by any statute or rule of court. Any lawsuit pertaining to any matter arising under, or growing out of, this contract shall be instituted in a state or federal court located in San Diego County, California.

20. LICENSE NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

21. LABOR CODE REQUIREMENTS

Contractor and all subcontractors shall comply with all provisions of the Labor Code of the State of California relative to contracts for public works, including related Title 8 of the California Code of Regulations. City has copies of the general prevailing wage rate per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract on file at the principal office of the City at 10601 Magnolia Avenue and which shall be posted at each job site. Contractor shall fully comply with applicable Labor Code provisions and shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the such laws.

Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25 for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep, or require its subcontractors to keep, accurate payroll records which are on forms provided by the Division of Labor Standards Enforcement or forms which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor. Contractor shall make all such records available for inspection at all reasonable hours.

In accordance with Labor Code Section 1771.4, Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from payment then due. The responsibility for compliance with this section is on the Contractor. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.

A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.

Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to his or her employees in accordance with the provisions of Section 3700 of the Labor Code and shall execute and file with the City the certification form required under Labor Code Section 1861 to this effect.

22. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, with counsel of City's choosing, indemnify and hold the City, the City Council, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, and including without

limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, the City Council, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the City Council, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

Contractor shall also indemnify, defend and hold harmless the City, the City Council, its officers, employees, and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect or refusal of the Contractor to faithfully perform the Work and all the Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party and/or defending any claims or stop notices.

23. INSURANCE

23.1. COMMERCIAL GENERAL LIABILITY

Contractor shall take out and maintain, during the performance of all Work under this Contract and for twelve (12) months following the completion of all Work, in amounts not less than specified in the Contract Documents, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

Coverage for Commercial General Liability insurance shall be at least as broad as the following:

- a) **Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)**
- b) **Commercial General Liability Insurance must include coverage for the following:**
 - 1) Bodily Injury (including death) and Property Damage
 - 2) Personal Injury/Advertising Injury
 - 3) Premises/Operations Liability
 - 4) Products/Completed Operations Liability
 - 5) Aggregate Limits that Apply per Project
 - 6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - 7) Contractual Liability with respect to this Contract
 - 8) Broad Form Property Damage
 - 9) Independent Contractors Coverage

All such policies shall name the City, the City Council and each member of the City Council, its officers, employees, agents and volunteers as Additional Insureds under the policy. The general liability policy may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.

23.2. AUTOMOBILE LIABILITY

At all times during the performance of the Work under this Contract, and for twelve (12) months following completion of all Work, the Contractor shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto). The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

23.3. WORKERS' COMPENSATION / EMPLOYER'S LIABILITY

At all times during the performance of the work under this Contract, and for twelve (12) months following completion of all Work, the Contractor shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified in the Contract Documents.

Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.

If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.

Before beginning work, the Contractor shall furnish to the City satisfactory proof that he or she has taken out for the period covered by the Work under this Contract, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out the Work contemplated under this Contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.

23.4. POLLUTION LIABILITY AND/OR ASBESTOS POLLUTION LIABILITY

At all times during the performance of the work under this Contract, and for twelve (12) months following completion of all Work, the Contractor shall maintain Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, in amounts not less than specified in the Contract Documents and in a form and with insurance companies acceptable to the City.

23.5. MINIMUM POLICY LIMITS REQUIRED

The following insurance limits are required for the Contract:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence / \$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Workers' Compensation / Employer's Liability	Statutory / \$1,000,000 per occurrence
Pollution Liability and/or Asbestos Pollution Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate

If Contractor maintains higher limits than the minimum shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

23.6. EVIDENCE REQUIRED

Prior to execution of the Contract, the Contractor shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2011 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (most recent version of Accord 25 Form or equivalent) and Additional Insured Endorsement verifying compliance as required herein. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

23.7. POLICY PROVISIONS REQUIRED

The City shall be named as an additional insured on the Commercial General Liability policies using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work must add the City as an additional insured using CG form 20 38 or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Contractor's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.

General Liability and Automobile Liability insurance policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the City, or any named additional insurers, shall not be called upon to contribute to any loss. If the Contractor maintains additional coverage or higher limits than those indicated herein, then the City shall be entitled to additional coverage or higher limits maintained by the Contractor.

23.8. QUALIFYING INSURERS

All policies required must be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Contractor's proposed Workers compensation insurance.

23.9. ADDITIONAL INSURANCE PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Contract, including but not limited to, the provisions concerning indemnification.

If at any time during the life of the Contract, the Contractor fails to maintain in full force any insurance required by the Contract documents, the City may terminate the Contract or acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate progress payments due the Contractor.

The Contractor shall include any subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor indicating that subcontractor maintains the same levels of insurance as are required by the Contractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

The City may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Work.

Neither the City nor the City Council, nor any member of the City Council, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

CONTRACT SPECIFICATIONS - TECHNICAL PROVISIONS**24. PURPOSE OF WORK**

The purpose of this contract is to provide as-needed plumbing repairs and related maintenance at various City locations, including but not limited to the following tasks:

- ✓ Replace and/or repair restroom plumbing facilities or fixtures
- ✓ Investigate and mitigate sewer drain problems
- ✓ Sand/Oil Interceptor cleaning at Fire Station #5 (Pro-Cost Products NC PCS6-750 Gallon w/sampling box)
 - a) Pump sewer and debris as needed to clean tanks
 - b) Clean tanks as needed per manufacturer's specifications
 - c) Haul sewer and debris to an approved dump site
- ✓ Drain cleaning
 - a) Contractor shall provide hydro jetting equipment and cable sewer cleaning equipment services 24 hours per day seven (7) days per week for one and one-half inch (1-1/2") to eight inch (8") sewer pipes.
 - b) Hydro jetting equipment for three inch (3") to eight inch (8") sewer pipes shall be a minimum 3500 PSI with a pulsation system
 - ✓ Must have 325 feet (325') of hose or more
 - ✓ 12 gallon per minute pump or greater
 - ✓ 200 gallon or larger water tank
 - c) CCTV Camera shall be available with the drain cleaning equipment to inspect pipelines up to 400 feet (400') in length.
 - ✓ CCTV Camera must have a high resolution monitor
 - ✓ Contractor shall provide a method of recording the camera inspections on DVD or USB flash drive and provide a copy to the City
 - d) Contractor shall provide mini hydro jetting equipment for the one and one-half inch (1-1/2") to two inch (2") sized sewer pipes.
 - ✓ Must have 150 feet (150') of hose or more
 - ✓ 8 gallon per minute pump or greater
 - ✓ 100 gallon or larger water tank
 - e) Cable cleaning equipment (Mechanical Rodding):
 - ✓ Shall be motor driven
 - ✓ Cable must be at least 75 feet (75') long
 - ✓ Cable must be properly sized to the pipe diameters of 1 inch (1") to 6 inches (6")
 - f) Contractor shall provide all necessary hydro jetting and cable cleaning equipment.

Hourly Rate for Drain Cleaning shall be all-inclusive, 365 days per year, 24 hours per day, including weekends, holidays, trip charges and tool charges, and the same for Normal Response and Emergency Response. No extra charges will be approved for after hours, weekends or holidays.

Minimum Billing Allowed: One (1) hour for all services other than hydro-jetting. Two (2) hours for hydro jetting. Partial hours worked after the minimum shall be billed at the hourly rate pro-rated to the nearest quarter (15 minutes).

25. CONTRACTOR'S MACHINERY, EQUIPMENT, TOOLS AND SUPPLIES

Contractor shall be properly equipped with all materials, machinery, equipment, tools and supplies necessary to complete the Work. Equipment shall be mobile and consistent with the current standards in the industry, clean, modern, and maintained in good mechanical, proper working, condition at all times; subject to the approval of the Public Services Manager and/or his designee. Any piece of equipment deemed unsatisfactory by the Public Services Manager and/or his designee shall be repaired or replaced immediately.

Contractor shall, at all times, arrive on the job site fully equipped to perform the Work unless there are extenuating circumstances and there is need for specialized machinery, equipment, tools and/or supplies as determined by the City. If deemed necessary, Contractor shall set up traffic warning and control devices and any other safety devices and proceed with remedial action after contacting the Public Services Manager.

Failure for not being properly equipped may be grounds for terminating the Contract.

26. WARRANTY

Contractor shall warrant that materials and work shall be completed in conformance with the Contract Documents and that the materials and work provided will fulfill the requirements of this warranty. Contractor agrees to repair or replace any or all work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other work which may be damaged or displaced by so doing within a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to repair promptly or replace defective equipment or materials, at Contractor's option and at Contractor's expense. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within thirty (30) days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

In addition to the warranty set forth in this section, Contractor shall assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this section.

Nothing in the warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

27. CLEANLINESS AND DISPOSAL

Contractor shall, at all times while performing the Work, keep the immediate and surrounding service area clean and free of debris. Contractor shall ensure that all tools and equipment will be removed from the service area when work is complete and/or when work will cease for a time period exceeding one hour. Contractor's equipment, including vehicles, shall be kept clean and free of debris, which includes, but not limited to, dirt, mud, and loose gravel. In the event debris falls from Contractor's vehicles; Contractor shall remove said debris

immediately. If, however, the City is required to provide labor or equipment to remove said debris, the cost of City-provided labor and equipment will be deducted from Contractor's invoice.

All materials removed shall become the property of the Contractor. Contractor shall not use City's refuse containers to dispose of materials, except air filters, considered to be waste. Contractor will be allowed to City refuse containers to dispose of air filters. Removal and proper disposal of all chemicals and debris shall comply with all local, state and federal laws concerning toxic waste use and disposal and be done at Contractor's expense.

Contractor shall not discharge any pollutants or hazardous materials to the curbs, gutters, inlets or any part of the storm drain system under any circumstances and as stipulated herein.